

VALLEYCREST SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Settlement Agreement" or "Agreement") is made by and between Flowserve Corporation, The Standard Register Company, Cargill, Inc., General Motors Corporation, NCR Corporation, Kelsey-Hayes Company, and TRW Inc. (hereinafter the "VLSG Generator Group" or the "Generator Group"), Diversified Environmental Management Co., successor in merger to Diversified Industries Corporation, fka Danis Industries Corporation, SCA Services of Ohio, Inc., and Waste Management of Ohio, Inc. (hereinafter the "VLSG Operator Group" or the "Operator Group"), on the one hand, and SmithKline Beecham Corporation, Strebor Inc., DAP Products Inc., d/b/a DAP Inc., Roberts Holding International Inc. (a Delaware corporation), and International Paper on behalf of itself and as successor to Champion International Corporation ("Champion") (collectively referred to hereinafter as the "Settling Parties"), on the other hand, by and through each entity's respective officers, attorneys, or representatives, as follows:

WHEREAS, the members of the VLSG Generator Group and the members of the VLSG Operator Group are, for purposes of this Agreement, the members of the Valleycrest Landfill Site Group (hereinafter the "VLSG"), and shall be referred to, along with the Settling Parties, as the "Parties" to this Agreement;

WHEREAS, the "Site" shall mean the North Sanitary Landfill Superfund Site, encompassing approximately 102 acres, located at 200 Valleycrest Drive in Dayton, Montgomery County, Ohio, and depicted more particularly on the map attached as Appendix A to the January 31, 1995 Director's Final Findings & Orders ("FF&Os") of the Ohio Environmental Protection Agency ("OEPA" or "Ohio EPA"), where the treatment, storage, and/or disposal of hazardous substances, and/or the discharge into waters of the state of industrial waste and/or other waste has occurred, including any other area to which such hazardous substances, industrial wastes, and/or other wastes may have migrated from the Site;

WHEREAS, the Parties are alleged to be liable in tort and as potentially responsible parties ("PRPs") under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq., with respect to the Site (a.k.a. "Valleycrest Landfill" or "Valleycrest");

WHEREAS, certain members of the VLSG executed with OEPA the FF&Os relating to the Site pursuant to which the VLSG is performing a remedial investigation/feasibility study ("RI/FS") as required by the FF&Os;

WHEREAS, certain members of the VLSG initiated a lawsuit (the "Contribution Action") against certain Settling Parties and others in the United States District Court for the Southern District of Ohio, Western Division, styled Cargill, Inc., et al. v. ABCO Construction, et al. (original Case No. C-3-98-36; subsequent Case No. C-3-98-3601), seeking to recover certain costs and expenses allegedly incurred and to be incurred by the members of the VLSG in connection with the Site;

WHEREAS, the Settling Parties have denied and continue to deny all claims and allegations of liability whether by act, assumption of liability/merger, or otherwise alleged in the Contribution Action;

WHEREAS, the VLSG Generator Group has established an Escrow Account ("Account") to hold payments made pursuant to this Settlement Agreement;

WHEREAS, the VLSG and Settling Parties desire to resolve their differences consensually, without further litigation, and without admitting any fact, responsibility, fault, or liability in connection with the Site; and

WHEREAS, Settling Parties, if found liable for disposal of hazardous substances at Valleycrest, would be classified as "generators" (also identified as "arrangers" for purposes of CERCLA) pursuant to Section 107(a)(3) of CERCLA, 42 U.S.C. §9607(a)(3).

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Settlement Terms.

A. Settling Parties will pay to the VLSG Generator Group the lump sum Settlement Amount of \$500,000.00 representing a cash payment to resolve Settling Parties' alleged liability for Response Costs incurred or to be incurred at the Site, except for any claims for Natural Resource Damages, as defined in Paragraph 1.I herein or Toxic Tort, as defined in Paragraph 1.J herein, and/or any claims arising under Paragraph 8 of this Agreement.

As to Champion and UPC-California, Inc. ("UPC-California"), it is hereby agreed that this Settlement Agreement is applicable in all respects to any liability that Champion and/or UPC-California may have for waste disposed of at the Site from the Janney Facility and the Huberville Facility. Further, it is expressly agreed that Plaintiffs specifically reserve any and all claims they may have against Champion and/or UPC-California arising from Champion's and/or UPC-California's alleged status as a successor-in-interest to Champion Paper Company, St. Regis Paper Company and Gummed Products or otherwise arising from acts or events independent of the past operation of the Janney Facility (the "Reserved Claims"), and that nothing contained herein shall apply in any way to such Reserved Claims against Champion and/or UPC-California.

B. The cash payment shall be made within 30 days of the execution of this Settlement Agreement. A certified or cashier's check made payable to the "VLSG" and the executed Settlement Agreement shall be returned to:

Ms. Jodi L. Weaver
 Dinsmore & Shohl LLP
 255 East Fifth Street
 Suite 1900
 Cincinnati, Ohio 45202-4720

The payment shall be deposited into the Account.

C. In consideration of the mutual performance of the obligations set forth in this Settlement Agreement, the members of the VLSG hereby release and waive any and all claims for Response Costs relating to the Site, including any claims for Response Costs under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6972, or under similar state law arising from or relating to the Site, as against the Settling Parties. Further, the members of the VLSG covenant to dismiss Settling Parties from the Contribution Action. Said dismissal is with prejudice except as to Toxic Tort claims, Natural Resource Damages claims, and/or claims that may arise pursuant to Paragraph 8 of this Agreement. In addition, the members of the VLSG, in consideration of the undertakings set forth in this Settlement Agreement, and upon the effective date of this Settlement Agreement, individually and as a group, finally and fully release and discharge Settling Parties, their predecessors and successors in interest, assigns, officers, directors, employees and shareholders, individually and as a group, from any and all legal and equitable actions and causes of action for all Response Costs, whether past or future, associated with the Site, and whether said causes of action are now known or unknown, except for any claims which would arise from any Toxic Tort claim(s), any Natural Resource Damage claims, and/or under Paragraph 8 of this Agreement.

D. In consideration of the mutual performance of the obligations set forth in this Settlement Agreement, and subject to each Party's substantial compliance with the terms of the Settlement Agreement contained herein, the members of the VLSG, on the one hand, and Settling Parties, on the other hand, covenant not to sue each other and/or their respective predecessors and successors in interest, assigns, officers, directors, employees and shareholders, individually and as a group, for any claim in contribution, indemnity or otherwise, for any and all Response Costs arising from the Site, including any claims for Response Costs under Sections 107 or 113 of CERCLA, and Section 7002 of RCRA, arising from or relating to the Site, or similar state law claims arising from the Site. Settling Parties shall dismiss with prejudice any claims already filed as cross-claims against other Defendants or as counterclaims against the members of the VLSG. This provision shall not be binding on Settling Parties with respect to any claim made against Settling Parties pursuant to Paragraph 8 herein. Nothing in this paragraph is intended to affect or govern the lawsuit between Waste Management and Danis or any claims which may arise between the members of the VLSG. Further, the covenants not to sue contained in this paragraph do not apply to any claims for Natural Resource Damages, Toxic Tort, or claims arising pursuant to Paragraph 8 below.

E. Settling Parties covenant that they will not sue any other PRPs at the Site to recover any payment(s) made pursuant to this Settlement Agreement, provided however, that nothing herein shall be deemed to prevent, disqualify or bar Settling Parties from receiving, collecting, or attempting to collect or receive any amount claimed in a Proof of Claim filed in the USG Bankruptcy, as defined in this Paragraph and in Paragraph 1.F herein, nor any claims against any USG subsidiaries or affiliates.

In the event that Settling Parties recover by settlement or judgment on their claims relating to the Site against LaMirada Products Co., Inc. and/or any other debtor in the case captioned In re USG Corporation, a Delaware corporation, et al., Case No. 01-2094, in the United States Bankruptcy Court in the District of Delaware (the "USG Bankruptcy"), the proceeds from any such recovery shall be distributed, first, to Settling Parties in the amount of Settling Parties' attorney fees and costs expended to obtain the settlement or judgment and, second, those monies remaining after reimbursement of such attorney fees and costs shall be distributed to both the VLSG Generator Group and Settling Parties on a 50/50 basis. In addition, in the event that Settling Parties obtain any such recovery by settlement in the USG Bankruptcy, Settling Parties shall obtain as a condition of said settlement a full release of all claims relating to the Site that debtors may have or allege against Plaintiffs.

F. Nothing in this Settlement Agreement shall be construed to release any persons other than Settling Parties, Beecham B.V., Beecham Holdings Inc. (a/k/a Beecham Americas Inc. and SmithKline Beecham Americas Inc.), Beecham Home Improvement Products Inc. (a Delaware corporation, a/k/a Beecham HIP Inc.), Remwell III, DAP International Inc. (a/k/a Beecham Home Improvement Products International), The Roberts Co., Advanced RCI Inc. (a/k/a Roberts Consolidated Industries Inc.), Roberts Consolidated Industries, Inc. (a Delaware corporation), UPC-California, Inc. (a/k/a Roberts Consolidated Industries, Inc. and Roberts Consolidated Industries (of California), Inc.), Champion International Corporation, Champion Paper Company, and each of their respective predecessors and successors in interest, assigns, officers, directors, employees and shareholders, from any liability that they may have with respect to the Site. The only persons intended to receive any benefits under this Settlement Agreement are the Parties to this Agreement, the other entities named in the preceding sentence, and their respective assigns, officers, directors, employees and shareholders, none other.

In the event that Plaintiffs recover by settlement or judgment on their claims against LaMirada Products Co., Inc. and/or any other debtor in the case captioned In re USG Corporation, a Delaware corporation, et al., Case No. 01-2094, in the United States Bankruptcy Court in the District of Delaware (the "USG Bankruptcy"), the proceeds from any such recovery shall be distributed, first, to Plaintiffs in the amount of Plaintiffs' attorney fees and costs expended to obtain the settlement or judgment and, second, those monies remaining after reimbursement of such attorney fees and costs shall be distributed to both the VLSG Generator Group and Settling Parties on a 50/50 basis. In addition, in the event that Plaintiffs obtain any such recovery by settlement in the USG Bankruptcy, Plaintiffs shall obtain as a condition of

said settlement a full release of all claims relating to the Site that debtors may have or allege against Settling Parties.

G. Except as expressly provided in this Settlement Agreement, the Parties hereto expressly reserve all rights, claims, and defenses that they may have with respect to the Site, or relating to costs incurred or to be incurred in connection with the Site not covered by this Settlement Agreement, including without limitation, rights and claims with respect to their respective insurers, all sums recovered as well as costs associated with any Natural Resource Damages or Toxic Tort claims related to the Site, claims arising under Paragraph 8 of this Agreement, or for breach of this Agreement.

H. "Response Costs" shall include past and future RI/FS costs, past and future FF&O costs, past and future drum removal costs, past and future removal costs and any future remedial design/remedial action ("RD/RA") costs associated with the Site, whether arising from Sections 107 or 113 of CERCLA, Section 7002 of RCRA, or similar state law claims arising from the Site and any related expenditures relating to investigation and attorneys', experts', and consultants' fees and expenses, but shall exclude costs associated with Natural Resource Damage claims, Toxic Tort claims, or any claims arising under Paragraph 8 of this Agreement.

I. "Natural Resource Damages" claims are those claims arising pursuant to the liability set forth in CERCLA § 107(a)(4)(C), 42 U.S.C. § 9607(a)(4)(C).

J. "Toxic Tort" claims are those claims brought by individuals or classes of individuals alleging personal injuries and/or property damage caused by exposure to, *inter alia*, toxic, hazardous, or other dangerous substances at or migrating from the Site.

K. Settling Parties hereby agree that they waive any right to object to any allocation of liability for Response Costs at the Site, which has been or will be agreed to by the members of the VLSG. This provision shall no longer be binding on Settling Parties if a claim is made against Settling Parties pursuant to Paragraph 8 herein.

L. "Janney Facility" shall mean that industrial manufacturing facility that operated at 220 Janney Road, Dayton, Ohio.

M. "Huberville Facility" shall mean that industrial manufacturing facility that operated at 5300 Huberville Road, Dayton, Ohio.

2. Signatures. Each undersigned representative of Settling Parties and the members of the VLSG represent, certify, and warrant that he or she is fully authorized to enter into the terms of this Settlement Agreement and to execute and legally bind each such Party to this Settlement Agreement and its terms and conditions.

3. Assignment Of Claims Against Other Generators. Excluding rights, claims, or causes of action arising out of insurance or asserted against LaMirada Products Co., Inc., any other debtor in a Proof of Claim in the USG Bankruptcy, or any USG subsidiary or affiliate, Settling Parties hereby assign to the VLSG Generator Group,

individually and collectively, all other rights, claims, or causes of action arising from Settling Parties' incurrence of Response Costs as generators, including without limitation, claims, or causes of action for contribution against any third party who is potentially responsible for Response Costs at the Site pursuant to Section 107(a)(3) of CERCLA, 42 U.S.C. §9607(a)(3).

4. Assignment Of Claims Against Owner/Operator/Transporters.

Excluding rights, claims, or causes of action arising out of insurance or asserted against LaMirada Products Co., Inc., any other debtor in a Proof of Claim in the USG Bankruptcy, or any USG Subsidiary or affiliate, Settling Parties hereby assign to the VLSG Operator Members, individually and collectively, all other rights, claims, or causes of action arising from Settling Parties' incurrence of Response Costs, including without limitation, claims, or causes of action for contribution, as against any third party who is potentially responsible for Response Costs at the Site as an owner of or operator at the Site, or as a transporter of hazardous substances to the Site, pursuant to Sections 107(a)(1), (2), and (4) respectively, of CERCLA, 42 U.S.C. §§9607(a)(1), (2), and (4).

5. Agreement to Execute Consent Decree, AOC, and/or FF&O. It is anticipated that in the future, one or more Consent Decrees, Administrative Orders by Consent ("AOC") and/or Findings of Fact & Orders ("FF&Os") will be negotiated with U.S. EPA and/or Ohio EPA pursuant to which one or more of the current Plaintiffs (to be known as "performing parties" or similar in said Consent Decree, AOC, and/or FF&O) will perform or undertake a RD/RA at the Site, or perform such other response or removal actions as are agreed to in said Consent Decree, AOC and/or FF&O. During negotiations for such a Consent Decree, AOC or FF&O, Plaintiffs negotiating with either the U.S. EPA or Ohio EPA will request that each Settling Party be allowed to execute the Consent Decree, AOC or the FF&O as a "buyout party" on its behalf and on behalf of the entities listed in Paragraph 1.F above. Plaintiffs will request that U.S. EPA and/or Ohio EPA consider "buyout parties" as those parties who have settled their liability at the Site with "performing parties," and therefore should have all the protections afforded by the Consent Decree, AOC or the FF&O just as though the "buyout party" were actually performing the remedial or other action, such protections including but not limited to contribution protection from any party to this litigation and/or from any third party not now a party to this litigation. Plaintiffs will request that U.S. EPA and/or Ohio EPA consider "performing parties" to be those parties who will perform the remedial action using their own funds as well as the funds received from "buyout parties" pursuant to the terms of this Settlement Agreement. Settling Parties agree to execute the Consent Decree, AOC or FF&O negotiated by the VLSG provided that a Settling Party's obligations under such Consent Decree, AOC or FF&O are the sole responsibility of the performing parties pursuant to this Agreement, and as long as Settling Parties do not have to contribute any additional payment to the VLSG or any member of the VLSG, U.S. EPA and/or Ohio EPA in order to execute the Consent Decree, AOC or FF&O.

6. Agreement to Provide Information and Cooperation. Settling Parties agree to retain all documents relating to the Valleycrest Landfill for a period of ten years from the date of the execution of this Agreement by all Settling Parties, or, alternatively,

such longer period as may be required by any Consent Decree, AOC, or FF&O that may be entered into by Settling Parties in accordance with Paragraph 5 hereof.

7. Party Certification. In executing this Agreement, each Party to this Agreement certifies that, to the best of its knowledge, it has disclosed all known, relevant, non-privileged information and has produced all known, relevant, non-privileged documents within the Party's possession, custody, or control regarding the Settling Parties' relevant direct and/or indirect transactions with regard to the Site, and regarding the Settling Parties' liability at the Site, as required in response to discovery.

Settling Parties further certify that they have not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to their potential liability relating to the Site after notification of potential liability, or the filing of a suit against them regarding this Site. In addition, Settling Parties certify that, to the best of their knowledge, they have fully complied with any and all discovery requests propounded by Plaintiffs in this action, and with any other requests for information submitted by, but not limited to, U.S. EPA and Ohio EPA, as they relate to this Site. By making this Certification, Settling Parties do not admit that any of their waste was disposed of at the NSL Site, and further make no admissions of any kind relating to the NSL Site.

8. Subsequent Additional Information Reopener. Members of the VLSG Generator Group shall have the right to seek further relief from Settling Parties if: (i) the Settling Parties agree, pursuant to the pre-suit process described in this paragraph, that the volume of Settling Parties' waste disposed of at the Site is materially greater than the volume of the waste referenced below; or (ii) the volume of Settling Parties' waste disposed of at the Site is proven at trial to be materially greater than the volume of waste referenced below:

A. The "Huberville Facility Baseline Volume" is twenty-six thousand (26,000) cubic yards of waste. A "materially greater waste volume as to the Huberville Facility" shall be 1.5 times the Huberville Facility Baseline Volume, i.e., an additional 13,000 cubic yards or more for a total of 39,000 cubic yards or more;

B. The "Janney Facility Baseline Volume" is eleven thousand (11,000) cubic yards of waste. A "materially greater waste volume as to the Janney Facility" shall be 1.5 times the Janney Facility Baseline Volume, i.e., an additional 5,500 cubic yards or more for a total of 16,500 cubic yards or more;

C. The "Drum Baseline Volume" is zero (0) drums with respect to either the Huberville Facility or the Janney Facility. A "materially greater volume of drums" shall be a total of 250 or more drums disposed of at the Site from the Huberville and/or Janney Facilities. If the total of 250 or more drums is proven at trial to have been disposed of at the Site from the Huberville and/or Janney Facilities, the Plaintiffs shall have the right to seek the additional relief set forth in this Paragraph 8 with respect to that Facility or Facilities that individually disposed of 125 or more drums at the Site.

In the event Plaintiffs receive information subsequent to the execution of this Agreement indicating that the volume of the Settling Parties' waste disposed of at the Site is "materially greater" as defined in this Paragraph 8, Plaintiffs shall be required to present all such information to Settling Parties for their evaluation not less than one hundred and twenty (120) days prior to seeking further relief under this Paragraph 8. In the event that Settling Parties deny that the information demonstrates that Plaintiffs are entitled to further relief under this Paragraph 8 and Plaintiffs subsequently obtain any additional relief under this Paragraph 8, including Settling Parties having no remaining right of appeal, then Settling Parties shall reimburse Plaintiffs for all legal expenses (including but not limited to all reasonable attorney fees and costs) incurred by Plaintiffs to obtain relief under this Paragraph 8. In the event that Settling Parties deny that the information demonstrates that Plaintiffs are entitled to further relief under this Paragraph 8 and Plaintiffs subsequently seek, but fail, to obtain any additional relief under this Paragraph 8, including Plaintiffs having no remaining right of appeal, then Plaintiffs shall reimburse Settling Parties for all legal expenses (including but not limited to all reasonable attorney fees and costs) incurred by Settling Parties to defend against Plaintiffs' attempt to obtain relief under this Paragraph 8.

9. Denial of Liability. This Settlement Agreement shall not constitute, be interpreted as, or be construed as evidence of any admission of liability, law, or fact. Further, this Settlement Agreement shall not be construed as a waiver of any right or defense by Settling Parties or by any member of the VLSC, except as specifically set forth herein. However, nothing in this Section is intended or should be construed to limit, bar or otherwise impede the enforcement of any term or condition of this Settlement Agreement against any Party to this Settlement Agreement.

10. Insurance. The Parties to this Settlement Agreement do not intend hereby to make any agreement that will prejudice any VLSC Member or Settling Parties with respect to their insurers and, by entering into this Settlement Agreement, anticipate that the actions taken pursuant to this Settlement Agreement will benefit such insurers.

11. Successors and Assigns. This Settlement Agreement shall be binding upon the successors and assigns of the Parties hereto. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assignor without the prior written consent of the VLSC.

12. Advice of Counsel. Each Party represents that it has sought and obtained the legal advice it deems necessary prior to entering into this Settlement Agreement.

13. Notice. All notices, bills, invoices, reports, and other communications with Settling Parties shall be sent to the representative designated by each Settling Party on said Settling Party's Notification Page. Each Settling Party shall have the right to change its representative upon submission of written notice to the VLSC. Communications from each Settling Party to the VLSC, its members, or Groups shall be addressed to:

Vincent B. Stamp, Esq.
 Common Counsel to the VLSC
 Dinsmore & Shohl LLP
 255 East Fifth Street
 Suite 1900
 Cincinnati, Ohio 45202-4720

14. Effective Date. The effective date of this Settlement Agreement shall be the date it is executed by all of the representatives of all the members of the VLSC.

15. Separability. If either Paragraph 1.C, 1.D, 1.E, or 8 is deemed invalid or unenforceable, the entire Settlement Agreement shall be terminated and deemed void and of no further force or effect. If any provision of this Settlement Agreement other than Paragraph 1.C, 1.D, 1.E, or 8 is deemed invalid or unenforceable, the balance of this Settlement Agreement shall remain in full force and effect.

16. Entire Agreement. This Settlement Agreement constitutes the entire agreement and understanding between members of the VLSC and the Settling Parties with respect to its subject matter, and no modification shall be effective unless it is in writing, and executed by all of the authorized representatives of the VLSC members and of the Settling Parties.

17. Legal Construction. This Agreement shall be construed under the laws of the State of Ohio, without reference to the conflict of law principles thereof. Any title or caption to a section or paragraph contained herein is for convenience only, and shall not be deemed a part hereof.

18. Judicial Approval. The Parties hereto agree to jointly move the Court for the entry of an Order pursuant to a Joint Motion for Approval of the Valleycrest Settlement Agreement. This Settlement Agreement is contingent upon entry of an Order that grants the Parties' Joint Motion for Approval of the Settlement Agreement, and that specifically provides that the Court discharge and/or bar all past, present, and future counterclaims, cross-claims, and other claims relating to the Site and the subject matter of this litigation, which have been made or could be made against Settling Parties by any person whether a party to this action or not, except for any Toxic Tort claims, any Natural Resource Damages or any claims arising under Paragraph 8 of this Agreement. Should such an Order not be entered, and the Parties hereto fail to agree otherwise, Settling Parties will be entitled to reimbursement of any settlement payments plus any accumulated interest, and the Settlement Agreement shall be null and void.

19. Distribution of Funds from Escrow. Upon approval by the Court of the Joint Motion for Approval of this Settlement Agreement, the Settlement Amount or any portion thereof paid by Settling Parties and held in the Account, plus any accumulated interest, shall be released to the VLSC Generator Group. In the event that the Joint Motion for Approval of the Settlement Agreement is rejected by the Court, and the Parties fail to agree otherwise, the Settlement Amount or any portion thereof paid by Settling Parties and held in the Account, plus any accumulated interest, shall be returned to Settling Parties.

20. Execution of Agreement. Each Settling Party shall signify its consent and intent to enter into this Settlement Agreement by delivering a completed and signed Settlement Agreement pursuant to Paragraph 1.B to:

Ms. Jodi L. Weaver
Dinsmore & Shohl LLP
255 East Fifth Street
Suite 1900
Cincinnati, Ohio 45202-4720

21. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document. All counterparts will be construed together and shall constitute one agreement.

22. Relationship of the Parties. This Settlement Agreement does not create, and shall not be construed to create, any agency, joint venture, or partnership relationship(s) between or among the Parties.

SETTLEMENT AGREEMENT NOTIFICATION PAGE

Settling Party hereby designates the following Representative for receipt of notice or other communications:

Name: Julien A. Hecht

Title: Vice President & General Counsel, DAP Products Inc.

Address: 2400 Boston St., Suite 200, Baltimore, MD 21224

Telephone: (410) 779-2203

Facsimile: (410) 558-0953

SETTLEMENT AGREEMENT SIGNATORY PAGE

Settling Party, DAP Products Inc., hereby enters into and shall participate in the Settlement Agreement described and set forth herein.

March 4, 2004

Date

Julien A. Hecht
On Behalf of Settling Party
Julien A. Hecht, Vice President
& General Counsel

Date

On Behalf of General Motors
Corporation

Date

On Behalf of Northrop Grumman
Space and Mission Systems
Corporation, f.k.a. TRW Inc.

Date

On Behalf of Kelsey-Hayes
Company

Date

On Behalf of Cargill, Inc.

Date

On Behalf of NCR Corporation

Date

On Behalf of The Standard
Register Company

Date

On Behalf of Diversified
Environmental Management Co.,
successor in merger to Diversified
Industries Corporation, fka Danis
Industries Corporation

SETTLEMENT AGREEMENT SIGNATORY PAGE

Settling Party, _____, hereby enters into and shall participate in the Settlement Agreement described and set forth herein.

Date

On Behalf of Settling Party

Jan. 28, 2004

Date

Michelle J. Fisher
its attorney
On Behalf of General Motors
Corporation

Date

On Behalf of Northrop Grumman
Space and Mission Systems
Corporation, f.k.a. TRW Inc.

Date

On Behalf of Kelsey-Hayes
Company

Date

On Behalf of Cargill, Inc.

Date

On Behalf of NCR Corporation

Date

On Behalf of The Standard
Register Company

Date

On Behalf of Diversified
Environmental Management Co.,
successor in merger to Diversified
Industries Corporation, fka Danis
Industries Corporation

SETTLEMENT AGREEMENT SIGNATORY PAGE

Settling Party, _____, hereby enters into and shall participate in the Settlement Agreement described and set forth herein.

Date

On Behalf of Settling Party

Date

On Behalf of General Motors Corporation

Date

FEBRUARY 2, 2004

Kathleen Ingolmar

On Behalf of Northrop Grumman Space and Mission Systems Corporation, f.k.a. TRW Inc.

Date

On Behalf of Kelsey-Hayes Company

Date

On Behalf of Cargill, Inc.

Date

On Behalf of NCR Corporation

Date

On Behalf of The Standard Register Company

Date

On Behalf of Diversified Environmental Management Co., successor in merger to Diversified Industries Corporation, fka Danis Industries Corporation

SETTLEMENT AGREEMENT SIGNATORY PAGE

Settling Party, _____, hereby enters into and shall participate in the Settlement Agreement described and set forth herein.

Date

On Behalf of Settling Party

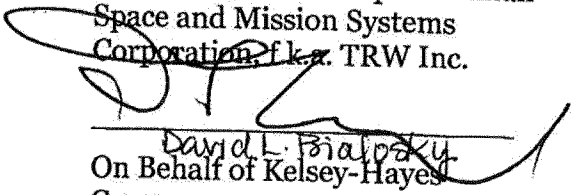
Date

On Behalf of General Motors Corporation

Date

On Behalf of Northrop Grumman Space and Mission Systems Corporation, f.k.a. TRW Inc.

Date


On Behalf of Kelsey-Hayes Company

Date

On Behalf of Cargill, Inc.

Date

On Behalf of NCR Corporation

Date

On Behalf of The Standard Register Company

Date

On Behalf of Diversified Environmental Management Co., successor in merger to Diversified Industries Corporation, fka Danis Industries Corporation

SETTLEMENT AGREEMENT SIGNATORY PAGE

Settling Party, _____, hereby enters into and shall participate in the Settlement Agreement described and set forth herein.

Date

On Behalf of Settling Party

Date

On Behalf of General Motors Corporation

Date

On Behalf of Northrop Grumman Space and Mission Systems Corporation, f.k.a. TRW Inc.

Date

On Behalf of Kelsey-Hayes Company

Date

On Behalf of Cargill, Inc.

Date

On Behalf of NCR Corporation

Date

On Behalf of The Standard Register Company

Date

On Behalf of Diversified Environmental Management Co., successor in merger to Diversified Industries Corporation, fka Danis Industries Corporation

SETTLEMENT AGREEMENT SIGNATORY PAGE

Settling Party, DAP PRODUCTS INC., hereby enters into and shall participate in the Settlement Agreement described and set forth herein.

Date

On Behalf of Settling Party

Date

On Behalf of General Motors Corporation

Date

On Behalf of Northrop Grumman Space and Mission Systems Corporation, f.k.a. TRW Inc.

Date

On Behalf of Kelsey-Hayes Company

Date

On Behalf of Cargill, Inc.

May 6, 2004
Date

Jeffrey A. Jones
On Behalf of NCR Corporation Jeff AP

Date

On Behalf of The Standard Register Company

Date

On Behalf of Diversified Environmental Management Co., successor in merger to Diversified Industries Corporation, fka Danis Industries Corporation

SETTLEMENT AGREEMENT SIGNATORY PAGE

Settling Party, _____, hereby enters into and shall participate in the Settlement Agreement described and set forth herein.

Date

On Behalf of Settling Party

Date

On Behalf of General Motors Corporation

Date

On Behalf of Northrop Grumman Space and Mission Systems Corporation, f.k.a. TRW Inc.

Date

On Behalf of Kelsey-Hayes Company

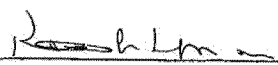
Date

On Behalf of Cargill, Inc.

Date

On Behalf of NCR Corporation

Date



On Behalf of The Standard Register Company

Date

On Behalf of Diversified Environmental Management Co., successor in merger to Diversified Industries Corporation, fka Danis Industries Corporation

10/1/16

SETTLEMENT AGREEMENT SIGNATORY PAGE

Settling Party, _____, hereby enters into and shall participate in the Settlement Agreement described and set forth herein.

Date

On Behalf of Settling Party

Date

On Behalf of General Motors Corporation

Date

On Behalf of Northrop Grumman Space and Mission Systems Corporation, f.k.a. TRW Inc.

Date

On Behalf of Kelsey-Hayes Company

Date

On Behalf of Cargill, Inc.

Date

On Behalf of NCR Corporation

Date

On Behalf of The Standard Register Company

Date

Thomas J. Danis, Chairman
On Behalf of Diversified Environmental Management Co.,
successor in merger to Diversified Industries Corporation, fka Danis Industries Corporation

DAIR

SETTLEMENT AGREEMENT SIGNATORY PAGE

Settling Party, Diversified Environmental Management Co., hereby enters into and shall participate in the Settlement Agreement described and set forth herein.

Date

On Behalf of Settling Party

Date

On Behalf of General Motors Corporation

Date

On Behalf of Northrop Grumman Space and Mission Systems Corporation, f.k.a. TRW Inc.

Date

On Behalf of Kelsey-Hayes Company

Date

On Behalf of Cargill, Inc.

Date

On Behalf of NCR Corporation

Date

On Behalf of The Standard Register Company

Date

Thomas J. Danis, Chairman
On Behalf of Diversified Environmental Management Co., successor in merger to Diversified Industries Corporation, fka Danis Industries Corporation

FEBRUARY 27, 2004
Date

Date

RLR
On Behalf of Flowserve
Corporation
ROBERT L. ROBERTS JR.
Associate General Counsel
Flowserve Corporation

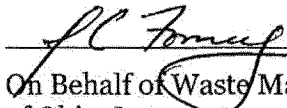
On Behalf of Waste Management
of Ohio, Inc.

Date

28 Jan 04

Date

On Behalf of Flowserve
Corporation



On Behalf of Waste Management
of Ohio, Inc.